

8010-B
2.

3-322A024

No.
Date **NOV 18 1983**
Fee \$ 10.00

November 18, 1983

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RECORDATION NO. 8010-13 Filed 1425

NOV 18 1983 3 15 PM

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are the original and 7 counterparts of an Amendment and Assignment of Railroad Car Lease Agreement dated as of December 31, 1980. This Amendment and Assignment of Railroad Car Lease Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 10:00 a.m. on July 29, 1975 with Recordation Number 8010.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Amendment and Assignment of Railroad Car Lease Agreement are as follows:

Assignor:	Greenlease Company, a division of Greenville Steel Car Company Greenville, Pennsylvania 16125
Assignee:	Greenville Leasing Company Greenville, Pennsylvania 16125
Lessee:	The Pittsburgh & Shawmut Railroad Company Brookville, Pennsylvania 15825

The undersigned is the assignee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and 6 copies of the Amendment and Assignment of Railroad Car Lease Agreement to Charles L. Rieck, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60601

RECEIVED
NOV 18 3 27 PM '83
FEE OPERATION
I.C.C.

C. L. Rieck

Also enclosed is a check in the amount of \$ _____ covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

(i) amendment to Railroad Car Lease Agreement recorded on July 29, 1975 at 10:00 a.m. with Recordation No. 8010, dated as of December 31, 1980 and covering one hundred ninety-nine 100-ton Triple Hopper Cars (AAR Mechanical Designation HT) and (ii) an assignment between Greenlease Company, a division of Greenville Steel Car Company, Greenville Pennsylvania 16125 and Greenville Leasing Company, Greenville, Pennsylvania 16125 dated as of December 31, 1980 and covering one hundred ninety-nine 100-ton Triple Hopper Cars (AAR Mechanical Designation HT) and connected to the Railroad Car Lease Agreement recorded at 10:00 a.m. on July 29, 1975 with Recordation Number 8010.

Very truly yours,

GREENVILLE LEASING COMPANY

By


Its Vice President
ASSIGNEE AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

DESCRIPTION:

Two hundred 100-ton triple
hopper cars; AAR Mechanical
Designation HT

MANUFACTURER:

Greenville Steel Car Company

IDENTIFICATION MARKS AND
NUMBERS (BOTH INCLUSIVE):

P&S 500 to 699

AMENDMENT AND ASSIGNMENT
OF
RAILROAD CAR LEASE AGREEMENT NOV 18 1983 3 11 PM
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AND ASSIGNMENT, dated as of December 31, 1980, and effective as of that date, by and between GREENLEASE COMPANY, a Division of Greenville Steel Car Company, a Pennsylvania corporation (the "Assignor"), and GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignee"), and consented to by THE PITTSBURG & SHAWMUT RAILROAD COMPANY, a Pennsylvania corporation (the "Lessee");

WHEREAS, the Assignor and the Lessee heretofore entered into a Railroad Car Lease Agreement effective July 21, 1975 (the "Lease"), whereby the Assignor leased to the Lessee 200 100-ton Triple Hopper Cars, Road Nos. P&S 500 to 699, both inclusive (the "Cars"); and

WHEREAS, the Lease was amended by an Amendment dated as of September 29, 1975; and

WHEREAS, the Car having Road No. 541 was removed from service in March, 1979, thereby, as of December 31, 1980, reducing the number of Cars covered by the Lease to 199; and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Cars to the Assignee, with the consent of the Lessee, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows, effective as of December 31, 1980 (the "Effective Date"):

1. Subject to the security interest created by the Security Agreement-Trust Deed dated as of October 1, 1975 from the Assignor to Mellon Bank, N.A., as Trustee (the "Security Trustee") and confirmed by the Amended and Restated Security Agreement-Trust Deed (the "1980 Security Agreement") dated as of December 31, 1980 from the Assignor and the Assignee to the Security Trustee and subject to the security interest created by the 1980 Security Agreement, Assignor hereby assigns, transfers and sets over unto the Assignee:
 - (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, as amended, which shall arise or accrue after the Effective Date; and
 - (b) All the Assignor's right, title and interest in the Cars.

Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Cars to the Assignee, as Assignee may reasonably request.

2. Assignee hereby accepts the foregoing assignment, recognizes Lessee's right to continued and uninterrupted possession of the Cars upon compliance with the terms of the Lease, as amended, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease, as amended.
3. For purposes of paragraph 17 of the Lease, as amended, Assignee's address as Lessor shall be as follows:

Greenville Leasing Company
Greenville, Pennsylvania 16125
4. Lessee hereby consents and agrees to the assignment provided for in paragraph 1 above.
5. All the terms, covenants and provisions of the Lease, as amended, shall continue in full force and effect precisely as before.
6. This Amendment And Assignment may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such

counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Assignor, the Assignee, and the Lessee have caused these presents to be signed and their respective corporate seals to be duly attested as of the day and year first above written.

Attest:

GREENLEASE COMPANY, A DIVISION OF
GREENVILLE STEEL CAR COMPANY

V. P. Gottschall
Assistant Secretary

By Edward V. Moore
Vice President

[Corporate Seal]

Attest:

GREENVILLE LEASING COMPANY

V. P. Gottschall
Assistant Secretary

By John P. Young
Vice President

[Corporate Seal]

Attest:

THE PITTSBURG & SHAWMUT RAILROAD
COMPANY

Joseph P. Maher
Assistant Secretary

By E. E. Rau
Vice President - Finance

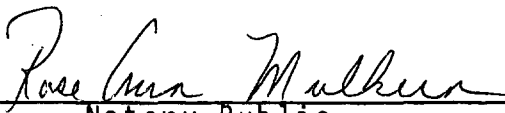
[Corporate Seal]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

} ss:
}

On this 18 day of November, 1983 before me personally appeared Edward H. Moores, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Steel Car Company, a Pennsylvania corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

}
}
} ss:

On this 18 day of November, 1983 before me personally appeared John R. Young, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

[Notarial Seal]

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ARMSTRONG

)
) SS:
)

On this 25th day of January, 1983 before me personally appeared E. E. Rau, to me personally known, who being duly sworn, says that he is a Vice President of The Pittsburg & Shawmut Railroad Company, a Pennsylvania ~~Delaware~~ corporation, *→ EER* that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Lynn Lindeman

Notary Public
MARY LYNN LINDEMAN, Notary Public
Kittanning, Armstrong County, Pa.
My Commission Expires April 2, 1984

[Notarial Seal]